



General Purchasing Terms and Conditions

for

Castrol Belgium BV

(2025)

1. DEFINITIONS AND INTERPRETATION

1.1. In these General Purchasing Terms and Conditions for Castrol Belgium BV– BP Belgium ('General Conditions') and any associated Purchase Order, the following terms shall have the following meaning:

- 1.1.1 'Agreement' shall have the meaning as set out in clause 3 (Agreement).
- 1.1.2 'BP' shall mean Castrol Belgium BV– BP Belgium, any 'subsidiary' or 'associate' company of that company, BP p.l.c. and any company in the 'group' of companies owned by BP p.l.c. (the words 'subsidiary' 'associate' and 'group' shall have the same meaning given to them in the 'Wetboek van Vennootschappen').
- 1.1.3 'BP HSSE Requirements' means all regulations, requirements, procedures, practices, systems and policies applicable at a BP or BP Affiliate or third party premises at which the Goods and/or Services are supplied/performed, from time to time so far as they relate to HSSE matters, including but not limited to the contents of the BP Local Operating Management System Handbook and all applicable BP or BP Affiliate operating procedures and practices that apply to the provision of any equipment and the supply of the Goods and/or Services.
- 1.1.4 'Delivery Address' shall mean the delivery address specified in the PO at which the Goods and/or Services are to be delivered.
- 1.1.5 'Goods and/or Services' shall mean any goods, services and other items to be provided by the Supplier as detailed in the Purchase Order.
- 1.1.6 'HSSE' means health, safety, security and the environment.
- 1.1.7 'Laws' means statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any judgment of a relevant court of law or decision of a tribunal or competent authority, and to the extent applicable enforceable community rights within the European Union.
- 1.1.8 'Personnel' means the person or persons to be provided by the Supplier and/or Sub-Contractor for the purposes of performing the Goods and/or Services.
- 1.1.9 'Purchase Order' or 'PO' means the completed purchase order document issued by BP together with any documents referred to therein and these General Purchasing Terms and Conditions.
- 1.1.10 'Sales Tax' means any applicable federal, state, local sales and value added taxes and other similar taxes.
- 1.1.11 'Sub-Contractor' shall mean any party to whom the Supplier has sub-let the supply of Goods and/or Services or any portion thereof.
- 1.1.12 'Supplier' means the person, firm or company named in the Purchase Order.
- 1.1.13 'Withholding Tax' means any fee, tax, change or deduction of whatever nature imposed by the fiscal authorities in the country of tax residence of BP on any sum payable by BP to the Supplier for the fees under the PO.

2. GENERAL

- 2.1 This PO, including all items incorporated herein by reference, constitutes the entire Agreement of the parties with respect to this transaction.
- 2.2 All POs are issued pursuant to these General Conditions. In the event of any conflict between these General Conditions and the provisions of the completed PO, the latter shall prevail. Please acknowledge acceptance of this order, by signing and returning one copy of the PO. Shipment of any part thereof constitutes acceptance of the PO. Failure by the Supplier to meet any terms or conditions stated herein may be considered for cancellation or rejection at no cost to BP.
- 2.3 Any terms and conditions of the Supplier's order acknowledgment, invoices, shipping documents or any other documents at variance with or in addition to those provided in this PO shall not apply. No modification or supplementing of the terms hereof shall be effective unless made by an official amendment to this PO legally duly signed by BP.

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- 2.4 No oral agreements or statements shall have effect unless confirmed by the issue of an official amendment to this PO legally duly signed by BP.
- 2.5 Orders or call offs placed by BP with reference to this Agreement and accepted by the Supplier after the expiry date of this Agreement, will be executed with respect to all the conditions of the most recent version of this Agreement and the agreed change notices, except for those conditions that are subject of an explicit reservation as defined in the order acknowledgement of the Supplier and then confirmed and accepted by BP.

3. AGREEMENT

3.1 BP agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to supply the Goods and/or Services in accordance with terms and conditions set out in these General Conditions of Purchase and the PO (which together constitute the 'Agreement'). In the event of any conflict between these General Conditions of Purchase and the PO, the latter shall prevail.

3.2 All notices hereunder shall be in writing and shall be effective when received

4. PURCHASE ORDER PRICE

Unless otherwise specified in the PO, prices shall be firm and fixed and not subject to increase. Price shall include all tax, duty, fee or charge of any kind and subject to deduction for charges or losses due to outage or defects or non-compliance with sample, specifications or delivery date. All cash discounts shall be computed from the date of receipt by BP of a correct invoice or Goods and/or Services whichever is later.

5. INVOICING AND PAYMENT

- 5.1 BP shall pay for the Goods and/or Services upon receipt of a valid Sales Tax compliant invoice in accordance following delivery or completion of the Goods and/or Services to BP's satisfaction.
- 5.2 Invoices shall be submitted bearing the PO number, description of the items with item numbers, the net price for each item including point of shipment and how shipped and addressed to the address specified in the PO.
- 5.3 Subject to BP's approval, payment will be effected in the currency stated in the PO, within the payment terms stipulated on the PO after receipt of a correctly made out invoice. If no payment terms are stipulated on the PO, the payment terms will be 60 days following receipt of correct invoice. Payment is deemed to have been made when the order of payment is received by the Supplier's bank.
- 5.4 BP shall be entitled to set off any amount owing from the Supplier or any affiliated company of the Supplier, to BP, or any of its affiliated companies, against any amount payable by BP in connection with this PO.

6. TAX RESPONSIBILITIES AND INDEMNITY

- 6.1 The Supplier shall pay, and shall procure that its Sub-Contractors shall pay all taxes properly and lawfully assessed or imposed on the Supplier or its Sub-Contractors by any competent tax authority in connection with the performance of the PO.
- 6.2 On request, the Supplier shall supply and shall procure any Sub-Contractor to supply to BP such information as BP may reasonably require to comply with any tax laws (including but not limited to, any claim for any allowances or relief's or to contest an assignment on or liability for tax).
- 6.3 The Supplier shall indemnify BP and hold BP harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by BP as a result of breach by the Supplier or any Sub-Contractor

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of any of the obligations under this Clause 6 and all actions, proceedings, claims, damages, charges, costs and expenses whatsoever in relation thereto.

- 6.4 All charges for Goods and/or Services provided in accordance with the PO are exclusive of any applicable Sales Tax.
- 6.5 BP shall, where required by law, deduct Withholding Tax on all amounts payable under the PO and it shall forward the relevant withholding or deduction certificate or certificates as soon as reasonably practicable and in any event within 180 days of the withholding or deduction of the relevant tax to the Supplier.

7. WARRANTIES

- 7.1 The Supplier assumes all warranties which are provided by law or otherwise, irrespective thereof, the Supplier warrants in all cases that all Goods and/or Services shall conform to all specifications, drawings, samples or other description upon which this PO is based, shall be fit and sufficient for the purpose intended, ready for use, merchantable, of good material and workmanship, free from defect in materials, design and workmanship and free from titles of third parties. Inspection, test, acceptance or use of the Goods and/or Services shall not affect the Supplier's obligation under this warranty.
- 7.2 The Supplier's warranty shall extend to BP, its assigns, customers and users of its products. The Supplier agrees to replace or correct defects in any Goods and/or Services not conforming to the foregoing warranty promptly without expense to BP when notified of such nonconformity or defects. In the event of failure of the Supplier to correct defects or replace nonconforming Goods and/or Services promptly, BP, after reasonable notice to the Supplier, may make such corrections or replace such Goods and/or Services himself or at the costs of the Supplier by third parties and charge the Supplier for the costs incurred by BP thereby.
- 7.3 Supplier further warrants that the manufacture, the sale or the use as specified herein of the articles described herein do not violate any rights of third parties - on whatever legal basis they are founded - any applicable ceiling prices or any provisions of labour legislations. The Supplier further warrants that the manufacture, the sale or the use as specified herein of the articles are subject to existing accident prevention rules.

8. QUALITY AND INSPECTION

- 8.1 All Goods and/or Services covered in the PO are subject to inspection by BP, but any inspection shall not relieve the Supplier from responsibility for (visible or hidden) defects to the Goods and/or Services or compliance with the PO. The Supplier agrees to provide certificates of analysis or official inspection reports for the Goods and/or Services as requested by BP.
- 8.2 The entire Goods must comply with, be CE labelled and covered by a CE conformity certificate covering all relevant legislation including, but not limited to:
 - 8.2.1 European Directive 97/23/CE for pressurised equipment;
 - 8.2.2 European Directive 2006/42/EG - Machine guideline;
 - 8.2.3 European Directive 2006/95/EC - Low voltage guideline; and
 - 8.2.4 European Directive 2004/108/EC - Electro Magnetic Compatibility (EMC-guideline).
- 8.3 All goods will demonstrate an instantaneous weighted acoustic pressure level of maximum 80DBA.

9. SUPPLY AND DELIVERY

- 9.1 Delivery shall be in accordance with the requirements set out in the PO and the Supplier shall supply Goods and/or Services within any time periods and at the locations specified in the PO. Strict compliance with such requirements is the essence of the PO.

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- 9.2 BP shall return Goods delivered in error or in excess quantity at the Supplier's expense. The Supplier shall, in respect of incorrect deliveries, arrange for prompt redelivery of Goods and/or Services under the PO at no additional cost to BP.
- 9.3 Until actually delivered to the location specified in the PO by BP, the Goods and/or Services shall remain at the Supplier's risk. This liability shall cease immediately after the Goods and/or Services are fully delivered to BP at the receiving point or the Goods and/or Services or parts thereof are fully installed/delivered as instructed on the PO.
- 9.4 Risk in the Goods shall pass to BP upon their delivery into BP's possession. Without prejudice to BP's rights of rejection, title to and ownership of any Goods (and materials in the case of the supply of Services) shall pass to BP on delivery or if earlier when payment or part payment for such Goods or materials is made by BP.
- 9.5 Upon shipment of the Goods the Supplier shall inform BP of the date shipped, routing, estimated time of arrival and other details pertaining to transport.
- 9.6 No variation to the ordered quantity may be shipped without the written consent of BP recorded in a formal PO amendment.
- 9.7 If the Supplier is unable to ship and/or deliver any Goods and/or Services as required under the PO, it must inform BP immediately in writing giving full details.
- 9.8 The PO number must be stated on all packages and papers. Each package or shipment has to include a list of contents with the items specifications.
- 9.9 BP does not recognise any retention of title by the Supplier.
- 9.10 In the case of non-observance of the delivery terms as specified in the PO, BP shall have the right at its option, without extension of such terms, to demand, (1) subsequent delivery and payment for damages for delayed delivery or (2) payment of damages for non fulfilment or to cancel all or any part of the PO.
- 9.11 The Supplier guarantees to BP that the Supplier, the Contractors, the Personnel and any other persons engaged for the purpose of the PO possess a high degree of expertise in their relevant disciplines and also possesses the necessary know-how with respect to regulations concerning Health, Safety, Security, Environment and Quality (the so-called 'HSSEQ'-regulations), which are applicable to the premises of BP and/or relevant to this PO, and that the Supplier, the Contractors, the Personnel and all persons engaged for the purpose of the PO shall strictly comply with the aforementioned regulations.
- 9.12 If in the opinion of BP any persons engaged for the purpose of the PO are not adequately qualified and expertised, BP has the right to order the removal of such persons from the premises, and the Supplier shall be obliged to replace them with persons satisfactory to BP.

10. DRAWINGS AND TECHNICAL DATA

Technical information (including drawings, specifications, electronically recorded data, computer programs and calculations) and any intellectual property rights therein developed during or ensuing from the performance by the Supplier of its obligations under the PO shall fully belong to BP.

11. TERMINATION

- 11.1 Without prejudice to any other rights and remedies of BP under the Agreement or otherwise at law, BP may, without penalty, terminate the affected PO and/or the Agreement forthwith, and without court intervention, by written notice to the Supplier if:

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- 11.1.1 The Supplier breaches any of the terms of the Agreement or any PO and (if such breach is remediable) fails to correct such breach within a period of seven (7) days (or such longer period as BP may agree in writing); or
 - 11.1.2 The Supplier requests delay of payment, shall become insolvent, be declared bankrupt or go into liquidation, or shall pass a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or if a court shall make an order to that effect, or shall have a receiving order made against it; or
 - 11.1.3 The Supplier breaches any of the provisions with respect to HSSE, IP Infringement Warranty, Reputation Warranty, Code of Conduct, Anti-Bribery and Corruption, Compliance with laws including the Business and Human Rights Policy and Compliance with International Trade Regulations and/or Confidentiality and Digital Security as detailed in the Agreement and/or any PO or, in BP's sole judgement, fails to meet the required standard of safety performance.
- 11.2 BP may terminate the Agreement and/or any PO for any reason whatsoever on written notice.
- 11.3 In the event that BP serves notice of termination, the Supplier shall be entitled to remuneration only in respect of the Goods delivered or Services performed up to the date of termination.
- 11.4 In the event that BP serves notice of termination, the Supplier shall carry out BP's instructions in regard to termination, including termination of Sub-Contractors services where necessary and BP shall pay the Supplier in respect of the Goods delivered or Services performed up to such termination in accordance with the terms of the Agreement.
- 11.5 The Supplier shall not have the right to terminate or rescind the Agreement or accept any repudiation of the PO in any circumstances, except as set out in the Agreement.

12. LIABILITY AND INDEMNITY

- 12.1 The Supplier shall indemnify and hold harmless BP, its employees, its contractors and agents against any of all claims, suits, judgments and expenses (including attorneys' fees) and any other liabilities or losses arising out of or in connection with (1) any death or injury to any person, or (2) damage to any property, or (3) any damage or loss by whomsoever suffered resulting from any defect in the Goods and/or Services covered hereby, or (4) any direct claim or attachment made against or under BP.
- 12.2 The Supplier shall also indemnify BP from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by BP or any BP Affiliate arising out of, or in any way connected with a breach by the Supplier of any of the provisions of clauses with respect to IP Warranties, Reputation Warranty, HSSE Requirements, Anti-Bribery and Corruption, Compliance With Laws including Business and Human Rights and Compliance with International Trade Regulations and/or Confidentiality and Digital Security of these General Purchasing Terms and Conditions and/or any PO.

13. FORCE MAJEURE

- 13.1 In the event of contingencies beyond the reasonable control of either party hereto interfering with the, transportation or consumption of the Goods or Services covered hereby or with the purchase or supply of any raw material used in connection therewith (any such event referred to as 'Force Majeure'), neither party shall

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be liable to the other and this order shall remain unaffected except that BP at its option without liability (1) may elect either to have the quantities so affected eliminated from this order or (2) to the extend the period for delivery of the quantities so affected by the period that the effects of 'Force Majeure' persist.

- 13.2 If the Supplier is affected by 'Force Majeure', it will allocate its available supply, from all sources, of the Goods and/or Services covered hereunder among its written contract customers in a fair and equitable manner but in no event will the percent reduction of the amount the Supplier makes available to BP be greater than the percent reduction of the Supplier's total available supply. In the event the Supplier reduces or delays the delivery of Goods and/or Services to BP pursuant to this paragraph for more than thirty (30) days, BP may at any time thereafter terminate this order upon notice to the Supplier without liability.

14. INSURANCE TO BE PROVIDED BY SUPPLIER

- 14.1 The Supplier shall effect and maintain with an insurer with S&P credit rating of A or equivalent, insurance adequate to cover all its liabilities related to the Agreement, and to fulfil any requirements of any Governmental Body or other appropriate bodies.
- 14.2 In so far as the Supplier's insurance does not protect Sub-Contractor(s) and suppliers, the Supplier shall, at no additional expense to BP, effect and maintain the required insurance or procure that its Sub-Contractor(s) and suppliers have suitable insurance as required by the Agreement.
- 14.3 The Supplier shall obtain, and ensure its Sub-Contractors obtain from its underwriters a waiver of all rights of subrogation against BP.
- 14.4 The Supplier shall, if so requested, provide evidence of all insurances required herein, including any renewals thereof, and shall provide certificates with respect to the policies carried, together with any other relevant information BP may reasonably require.

15. INTELLECTUAL PROPERTY INDEMNITY

The Supplier agrees to indemnify and hold BP harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by BP as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, copyright trademark or name or any other intellectual or industrial property rights relating to the Goods and/or Services to be supplied under the PO. Further, at BP's option, the Supplier shall defend at the Supplier's expense any suit which if successful would entitle BP to invoke such indemnity.

16. HEALTH, SAFETY, SECURITY, ENVIRONMENTAL AND QUALITY PROVISIONS

- 16.1 The Supplier shall at all times perform its obligations under the PO in a safe and responsible manner and shall observe and comply with all applicable statutory obligations and industry standards.
- 16.2 If Goods and/or Services are to be delivered at a Delivery Address, the Supplier shall also comply with BP's policy, regulations and procedures regarding the HSSEQ-regulation applicable in effect at the relevant Delivery Address. The Supplier shall procure that the Sub-Contractors, the Personnel and all other persons engaged for the purpose of the PO abide by the aforementioned policy, regulations and procedures and such directions as may be issued by BP's security officers when working at the Delivery Address and other BP premises.

17. SAFETY OF GOODS

To enable BP to comply with its obligations under applicable health and safety legislation, the Supplier shall provide BP with adequate information about any Goods supplied under any PO, the use for which they are designed and

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tested and about any conditions necessary to ensure such Goods will be safe and without risk to health when handled, stored, transported and used. This information is to be supplied in writing, marked with the relevant PO number and relevant item number(s) and addressed to BP as stated in the relevant PO.

18. MISCELLANEOUS APPLICABLE REGULATIONS

- 18.1 Supplier shall comply with the the general HSSEQ requirements of BP (Health, Safety, Security, Environmental and Quality Provisions) and the following specific regulations for the Delivery Adress.
- 18.2 The Supplier guarantees to BP that the supply of the Goods and/or Services by the Supplier, the Sub-Contractors, the Personnel or any other persons engaged for the purpose of the PO, meets the applicable legal regulations in the area of safety at work, and that the Supplier shall maintain an effective collaboration with BP in the interest of a proper delivery of the Goods and/or Services.
- 18.3 The Supplier shall ensure that its presence or the presence of the Sub-Contractors, the Personnel or any other persons who are involved in the fulfilment of the PO on the company premises of BP shall not cause any hindrance to the uninterrupted business operations of BP and work of third parties.
- 18.4 During their presence on the company premises of BP the persons mentioned in this clause must strictly comply with the legal and HSSEQ-regulations applicable there and the regulations/procedures drawn up by BP.
- 18.5 Before a start can be made with the supply of the Goods and/or Services set forth in the PO at a Delivery Address, any persons mentioned in this clause must have been notified by the Supplier to the security department of BP, must have attended an induction concerning the regulations drawn up by BP with respect to, including but not limited to, safety, and must be in the possession of a valid access pass(es).

19. COMPLIANCE WITH LAWS INCLUDING BUSINESS AND HUMAN RIGHTS AND COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS

- 19.1 The Supplier shall observe and abide by and shall require its Sub-Contractors, Personnel and any other persons engaged for the purpose of the PO to observe and abide by all applicable laws, regulations and by-laws in relation to the supply of Goods and/or Services including any which may come into force during the period of the PO and shall defend and indemnify BP against any loss, liability, damage or claim including but not limited to legal costs incurred by BP as a result of or in connection with any alleged infringement of such laws, (local) regulations and by-laws etc. asserted against BP arising out of the performance of the PO by the Supplier or any of its Sub-Contractors, Personnel and any other persons engaged for the purpose of the PO.
- 19.2 The Supplier shall observe, abide by and fulfil all tax requirements and requirements of social security.
- 19.3 Without prejudice to the generality of the foregoing, the Supplier shall comply in particular with the following:
- 19.3.1 BP would be obliged to withhold 35% of the indebted amount (VAT not included) and pay it to the Belgian Treasury and/or Belgian National Social Security Office if the Supplier were to have any fiscal and/or social debts at the moment of payment by BP. This is in accordance with the provisions of Articles 400, 401, 403, 404 and 406 of the Belgian Code of Income Taxes of 1992 (Wetboek Inkomstenbelastingen 1992), as amended from time to time, Article 30bis of the Belgian Act of 27 June 1969 regarding the review of the Act of 28 December 1944 regarding the social security of employees (RSZ Wet), as amended from time to time, and the Belgian Royal Decree of 27 December 2007 relating to the implementation of the foregoing, as amended from time to time.

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Foreign Suppliers without a fixed establishment in Belgium must appoint a representative responsible for VAT in Belgium.

The Supplier shall attach to each invoice, a copy, which is dated the dispatch date of the invoice, of the statements which are entered into the database of the Social Security Office and the Belgian Treasury and which show whether any deductions or withholdings need to be carried out at the expense of the Supplier. In the event the Supplier fails to fulfil the obligations stipulated in this clause, the Supplier accepts all liability and shall compensate and indemnify BP against tax and social penalties, administrative fines or any increases to be incurred by BP for that reason.

19.3.2 LIMOSA Legislation –

In relation to the Personnel, the Supplier will respect all obligations as foreseen in the Belgian Act of 27 December 2006 as amended from time to time and its executing Royal Decrees ('LIMOSA'), as amended from time to time. This requires that the Supplier will timely file a LIMOSA declaration for each member of the Personnel performing activities in Belgium who is not submitted to the Belgian social security legislation and who is not exempt from the obligations foreseen in LIMOSA. Moreover the Supplier shall respect in all countries, in relation to the Personnel, all obligations arising from legislation which is similar to LIMOSA.

If the Supplier were not able to prove on the first day of the performance of work that the LIMOSA declaration had been filed, the Agreement will be terminated automatically and without any judicial intervention, without notice nor indemnity in lieu thereof by BP nor any other formalities.

19.3.3 'Posting Act' (Wet Terbeschikkingstelling) –

With regard to the Personnel, the Supplier will respect all applicable labour, salary and employment conditions in accordance with Article 5 of the Belgian Act of 5 March 2002 implementing Directive 96/71/EC of 16 December 1996 concerning the posting of workers in the timeframe of the provision of services and introducing a simplified system concerning the keeping of the social documents by companies that are posting employees in Belgium ('Posting Act'), and as amended from time to time. This implies, among other things, that the Supplier shall respect the minimum gross salary as determined in the collective bargaining agreements concerning working conditions and salary conditions agreed upon in the applicable Joint Committee.

The Supplier shall keep a copy of all legally required documents during the period and in full compliance with any other conditions as required by the applicable legislation implementing the Posting Directive.

19.3.4 If the Personnel were to be seconded under Article 12 of Regulation (EC) no. 883/2004 concerning the coordination of social security systems, he or she would be rejected by BP should the Personnel not possess a 'carrying document' as stipulated in Article 15 of Regulation (EC) no. 987/2009 establishing the implementation of Regulation (EC) no. 883/2004; this 'carrying document' is also known as form A1.

The 'carrying document' mentions the name and address of the employer.

A copy of the 'carrying document' shall be submitted to the supervisory gatekeeper, before the work commences.

Regarding Personnel who are not obliged to pay any social security contributions in Belgium pursuant to any other regulation than Regulation (EC) no. 883/2004 concerning the coordination of social security systems, the Supplier shall prove to BP that these employees are lawfully employed in Belgium. This proof

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must be provided by means of a copy of the posting form as stipulated in the applicable bilateral agreement.

19.3.5 Visas, Permits –

At the Supplier's (or Sub-Contractors') own expense, the Personnel shall at all times have the required visas, permits (including work and residency permits), licenses or other authorisations necessary to provide the work in relation to the delivery of the Goods and/or Services. Personnel that is not in possession of all required authorisations, shall not be allowed access to BP premises to perform work related to the delivery of Goods and/or Services. In such cases, the Supplier must bear all costs of any waiting times and/or for returning the said Personnel, and has no right to add these costs to the price of the PO.

19.3.6 If an employment relationship would be claimed or arise between the Personnel and BP, or if BP would be held liable on any grounds because of violation of this Clause 19 by the Supplier, the Supplier shall hold BP harmless against all losses, damages, costs-expenses and other liabilities (including legal and other professional fees) resulting from this employment relationship or the violation of Clause 19, and the Supplier shall fully indemnify BP in this regard.

19.4 The Supplier shall observe and abide by, and shall procure that its Sub-Contractors and Personnel observe and abide by, all applicable Laws in relation to the Agreement or relevant PO including any which may come into force during the period of the Agreement or relevant PO.

19.5 The Supplier confirms that it has carefully reviewed the BP Business and Human Rights Policy which is available at: <http://www.bp.com/en/global/corporate/sustainability/society/human-rights/human-rights-policy.html>

19.6 In connection with the Supplier's performance of the PO and consistent with the Business and Human Rights Policy, the Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- a) not employing, engaging or otherwise using forced labour, trafficked labour or child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- b) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- c) mitigating or avoiding adverse impacts to communities arising from the Supplier's activities to the extent practicable.

Failure to comply with this provision may constitute a material breach giving rise to termination pursuant to Clause 11 (Termination).

19.7 The Supplier shall ensure that it and – subject to the provisions in Clause 25 below - its Sub-Contractors comply with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and similar laws of the territory applicable to the PO (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by the Supplier and its Sub-Contractors to comply with applicable Trade Restrictions shall constitute a material breach of the PO. The Supplier shall indemnify and hold harmless BP against all claims relating to any failure by it to comply with Trade Restrictions.

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- 19.8 Except as may be otherwise expressly stated in the PO or agreed in writing by the parties, the Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of BP. Upon reasonable request, BP shall provide the Supplier, at no cost to BP, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. BP assumes no responsibility or liability for the Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.
- 19.9 The Supplier represents and warrants that it, its affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.
- 19.10 BP hereby informs the Supplier that personal data which BP receives from the Supplier may be recorded, processed and used by BP as, and to the extent, permitted by law (in particular applicable data protection laws) and that BP reserves the right to record, process and use such data within such legal boundaries; BP may engage third party service providers for the recording, processing and use of such data on behalf of BP.
- 19.11 If BP engages the Supplier for the recording, processing and use of personal data on behalf of BP or if BP transfers personal data to the Supplier for other purposes, then the Supplier shall comply with all applicable legal provisions, in particular data protection laws, and, if and to the extent necessary pursuant to such legal provisions, enter into a separate written agreement with BP regarding the protection of such data in cases where the Supplier processes data on behalf of BP).
- 19.12 Failure to comply by Supplier or its Sub-Contractor(s) with the provisions, incorporated in this Clause 19, may constitute a material breach given rise to termination pursuant to clause 11 (Termination).

19.13 Compliance with REACH Regulations

Supplier warrants and represents that it has fully registered all substances contained within the Goods which require registrations (to support identified uses as notified by BP) in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (the "REACH Registration"). For the purposes of this Clause, registration of substances within Goods supplied as intermediates shall not be considered full registration unless otherwise agreed with BP.

Supplier warrants and represents that all supplies of the Goods during the Term will be compliant with REACH and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures ("CLP").

Supplier will ensure that once registered, all substances contained within the Goods which require REACH Registration continue to have full registrations in accordance with the provisions of REACH.

Supplier will keep BP regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.

If reasonably requested by BP for the purpose of legal compliance obligations (and subject to BP maintaining the information as confidential in line with clause 23 (Confidentiality) and to the extent that onward disclosure is not required to meet its legal compliance obligations) Supplier shall provide full details of the REACH Registration of any of the substances contained within the Goods.

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Supplier will ensure that the Safety Data Sheet provided to BP accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.

19.14 The provision of this clause 19 shall survive the expiration or termination of this Agreement for any reason.

20. CODE OF CONDUCT

In connection with the Supplier's performance of the Agreement, the Supplier agrees to act consistently with BP's Code of Conduct which is found at: <http://www.bp.com/codeofconduct> and to adhere to the principles relating to human rights, and non-retaliation against "whistle blowers". Any failure to comply with this clause may be deemed by BP to be a material breach of the Agreement.

21. ANTI-BRIBERY AND CORRUPTION

- 21.1 The Supplier acknowledges that BP has a zero tolerance policy towards bribery, corruption and money laundering. The Supplier confirms and agrees that - in relation to this Agreement - it will comply with anti-bribery and corruption and anti-money laundering laws and regulations applicable to both the Supplier and BP. In this course the Supplier will procure that its employees and service providers including, but not limited to, its Sub-Contractors, agents and other intermediaries will not, offer, give, promise to give or authorise the giving to any person who-soever including but not limited to private individuals, commercial organisations, public officials or persons entrusted with special public service functions within the meaning of the articles 246 and 250 of the Belgian Penal Code ("Strafwetboek") ("Public Officials") or any political party, official of a political party, or candidate for public office (together "Beneficiary"), or solicit, accept or agree to accept from any Beneficiary, either directly or indirectly, anything of value including, without limitation, payments including so-called Facilitation Payments, gifts or entertainment (together "advantages"), which might be considered as improper practice or bribery in order to obtain, influence, induce or reward official or private actions or decisions or securing any improper advantage in connection with this Agreement (the "Anti-Corruption Obligation"). Facilitation Payments shall include infrequent payments/benefits in cash or kind made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) one is entitled to under the laws of the relevant country.
- 21.2 The Supplier shall: (a) immediately report in writing to BP details of any breach of the Anti-Corruption Obligation in connection with the Agreement; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) in case of any breach of the Anti-Corruption Obligation permit BP to inspect, audit and make copies of any books and records of the Supplier relating to this Agreement and the Supplier's compliance with the Anti-Corruption Obligation through an independent and professional auditor who is obliged to observe professional discretion (e. g. certified accountant) appointed by the Supplier. In case the result of the audit performed is that the Supplier has breached Anti-Corruption Obligations, BP shall be entitled to reclaim the costs of the audit possibly incurred by BP.
- 21.3 BP shall – notwithstanding any other rights - have the right to terminate this Agreement or suspend any services/supply or payments with immediate effect if BP reasonably believes in good faith that the Supplier has breached in any material respect any of the requirements set out in this Clause 21.

22. AUDIT

Notwithstanding the provision in Clause 21, BP also shall have the right to audit the relevant records and accounts of the Supplier or its Sub-Contractors in particular in relation to reimbursable items and/or other items paid for by BP under the PO at any time until the expiry of twenty four (24) months following the settlement of the final account. Any incorrect payment(s) made by BP shall be adjusted in accordance with the findings of the audit. The Supplier shall make all relevant records and accounts available and give the auditors all reasonable assistance and ensure that it's Sub-Contractor(s) comply with such provisions.

23. CONFIDENTIALITY

- 23.1 Unless stated to the contrary by BP in writing, all information and materials (and copies and derivatives thereof) obtained or made by the Supplier in connection with the supply of Goods and/or Services to BP under the terms of the PO and/or the Agreement, including but not limited to the developed work, shall be deemed to be confidential information of BP ("Confidential Information"). The Supplier shall ensure that Confidential Information is treated as confidential, not divulged to any third party and only used to fulfil the Supplier's obligations to BP under the PO and/or the Agreement (and for no other purpose). Notwithstanding the foregoing, the Supplier is granted permission to share such Confidential Information with Sub-Contractor(s) and/or Personnel to the extent it needs to be shared to enable the Supplier to fulfil its obligations to BP under the PO and/or the Agreement (and for no other purpose), provided such Sub-Contractor(s) and Personnel are bound by confidentiality obligations no less onerous than those set out in this Agreement prior to receiving Confidential Information. The Supplier shall remain liable to BP for any breach by such Sub-Contractor(s) and Personnel of the confidentiality obligations imposed on them pursuant to the PO and/or the Agreement.
- 23.2 Upon termination or expiry of the Agreement, the rights granted under the Agreement to use Confidential Information shall immediately cease and the Supplier shall procure the return of all Confidential Information whether held by the Supplier or its Sub-Contractors to BP or at BP's option procure the destruction of all such Confidential Information and confirm such return/destruction in writing to BP.
- 23.3 The obligations under this clause shall continue until the relevant Confidential Information is in the public domain through no fault of the Supplier, Sub-Contractor(s) and/or Personnel.
- 23.4 The Supplier shall protect BP's data at all times and will implement relevant industry best practice information security protections and controls, including operating information security management practices, relevant technical controls and ensuring that Supplier Personnel adopt good information security behaviours. The Supplier agrees that it shall immediately notify BP of: (i) any actual, threatened and/or suspected unauthorised or unlawful access to, processing, destruction, damage or disclosure of BP's data; and/or (ii) any accidental loss of BP's data. If an incident referred to in this clause occurs, the Supplier shall provide all necessary assistance as requested by BP with notifications that may be required under applicable law including but not limited to the requirements set out in the the General Data Protection Regulation 2016/679.. The provisions of this Clause 23 shall survive the expiration or termination of the Agreement and/or a PO for any reason.

24. PUBLICITY

The Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to the PO, or BP's business generally, or make any use of BP's trademarks or logos without prior reference to and approval in writing from BP. Such consent shall apply to each specific application and relate only to that application.

25. ASSIGNMENT AND SUB-CONTRACTING

Neither party shall assign or sub-contract this PO or any rights, liabilities and obligations hereunder, without the prior written consent of the other, except that BP may assign or sub-let in whole or in part its rights, liabilities and obligations under this PO to any subsidiary or associate of BP p.l.c. or any other third party, without the prior consent of the Supplier.

26. WAIVER

No waiver by either party of any provision of the PO shall be binding unless made by formal written amendment to the PO. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

27. ENTIRE AGREEMENT

This PO sets forth the entire Agreement between BP and the Supplier and supersedes all previous communications, representations or agreements, either written or oral, between the parties with respect to the subject matter hereof. No conditions or terms contained in any quotations, offers, acknowledgements, letters, advice notes, delivery notes, invoices or other communications of the Supplier, shall annul or vary any of the terms and conditions of this PO.

28. GOVERNING LAW AND JURISDICTION

- 28.1 The PO shall be governed by the law of Belgium and the parties submit to the exclusive jurisdiction of the courts of Belgium. The PO and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium. Without prejudice to the foregoing, the Agreement shall not be subject to and hereby specifically excludes all the provisions and obligations of the UN Convention on Contracts for the International Sale of Goods.
- 28.2 Any dispute arising from the interpretation, performance or termination of the PO shall be submitted to the courts having jurisdiction at the place of BP's principal office in Belgium, provided however, that BP shall also have the rights to sue the Supplier in the courts having jurisdiction at the place where the Supplier's principle office is located.